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BILL NO. S-78-02-24

SPECIAL ORDINANCE NO. S-34-78

AN ORDINANCE approving a contract between GT&E DATA SERVICES CORPORATION and the City of Fort Wayne, by and through its Department of Public Safety, for fire protection.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. The contract, dated January 1, 1978, between the City of Fort Wayne, by and through its Mayor and Board of Commissioners, Department of Public Safety, and GT&E Data Services Corporation for fire protection from the Fort Wayne Fire Department on specified grounds outside the city limits, described as follows, to-wit:

> Lots number 1 and 2 in Oakbrook Office Park, a tract of real estate located in the northeast quarter of the southeast quarter of Section 14, township 31 North, Range 12, Allen County, Indiana, at the southwest corner of U.S. Highway 27 and Ludwig Road, near but outside the corporate limits of CITY.
>
> The said buildings and improvements, which are collectively referred to as "the premises" hereafter in this contract, are reflected for tax purposes upon the assessed value of 299,080.00 issued by the Washington Township Assessor's Office.

SECTION 2. The cost to GT&E Data Services Corporation shall be the sum of $3,781.27, which amount shall be deposited into Fund No. 110 "Fire Fighting Fund" pursuant to Indiana Burns Statutes Annotated Sec. 48-6176.

SECTION 3. Said contract is on file in the Office of the Board of Public Safety and is by reference incorporated herein, and made a part hereof, is hereby in all things ratified, confirmed and approved.

SECTION 4. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Vivian G. Schmidt
Councilman

APPROVED AS TO FORM
AND LEGALITY,
CITY ATTORNEY

Read the first time in full and on motion by U. Schmidt, seconded by Hunter, and duly adopted, read the second time by title and referred to the Committee on Finance (and ~~the City Plan Commission for recommendation~~) and Public Hearing to be held after due legal notice, at the Council Chambers, ~~City-County Building~~, Fort Wayne, Indiana, on March, the 14th day of _____, 19__, at _____ o'clock ~~P.~~ M., E.S.T.

DATE: 2-28-78

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Benja, seconded by Stier, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9	0			
BURNS	✓				
HINGA	✓				
HUNTER	✓				
MOSES	✓				
NUCKOLS	✓				
SCHMIDT, D.	✓				
SCHMIDT, V.	✓				
STIER	✓				
TALARICO	✓				

DATE: 3-14-78

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (~~APPROPRIATION~~) ORDINANCE (RESOLUTION) No. S-34-78 on the 14th day of March, 1978.

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 15th day of March, 1978, at the hour of 12:30 o'clock P. M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 23rd day of March, 1978, at the hour of 11:15 o'clock A. M., E.S.T.

Robert E. Armstrong
MAYOR

Bill No. S-78-02-24

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance approving a contract between GT&E DATA SERVICES CORPORATION and the City of Fort Wayne, by and thorugh its Department of Public Safety, for fire protection

have had said Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance DO PASS.

WILLIAM T. HINGA - CHAIRMAN

VIVIAN G. SCHMIDT - VICE CHAIRMAN

JOHN NUCKOLS

PAUL M. BURNS

FREDRICK R. HUNTER

DATE 3-14-78

CHARLES W. WESTERMAN, CITY CLERK

FIRE PROTECTION CONTRACT

This contract is entered into in duplciate this 1st day of January, 1978, between the CITY OF FORT WAYNE, Indiana, acting by and through its Mayor and Board of Commissioners, Department of Public Safety, ("CITY") and GT&E DATA SERVICES CORPORATION, A Delaware corporation having its principal place of business in Tampa, Florida ("GTEDS").

WHEREAS, GTEDS is the owner of certain improvements, upon real estate near but outside the corporate limits of CITY, described as follows:

> Lots number 1 and 2 in Oakbrook Office Park, a tract of real estate located in the northeast quarter of the southeast quarter of Section 14, township 31 North, Range 12, Allen County, Indiana, at the southwest corner of U.S.Highway 27 and Ludwig Road, near but outside the corporate limits of CITY.
>
> The said buildings and improvements, which are collectively referred to as "the premises" hereafter in this contract, are reflected for tax purposes upon the assessed value of 299,080.00 issued by the Washington Township Assessor's Office.

and, WHEREAS, GTEDS desires to be assured that fire protection by CITY is available at the premises above described:

NOW, THEREFORE, the parties agree as follows:

1. From January 1, 1978 until December 31, 1978, upon receipt by CITY'S Fire Department of a notification or signal that there is a fire on the premises above-described, CITY shall cause the proper fire fighting station or stations to send such fire fighting equipment, materials, and personnel to the premises as it reasonably sends to other similar locations within the corporate limits of CITY.

2. For fire fighting services provided for herein, GTEDS shall pay to CITY the sum of One and Two Thousand Six Hundred Forty-Three Thousandths Dollars ($1.2643) per One Hundred Dollars ($100.00) of assessed valuation for tax purposes on the improvements hereinabove identified as the premises.

The improvement hereinabove identified having an assessed valuation of $299,080.00, the sum owing under this contract is $3,781.27. Said sum shall be payable upon execution of this contract.

3. GTEDS shall install in its premises and connect with CITY'S fire signal equipment such fire signal facilities and equipment as GTEDS and CITY'S Fire Department agree are advisable to enable GTEDS to directly signal said Fire Department of a fire on GTEDS premises.

4. CITY shall cause its Fire Department personnel and Fire Prevention Bureau personnel to inspect GTEDS buildings, equipment and facilities periodically, at mutually convenient times, to familiarize such personnel with said buildings, equipment, and facilities and GTED operations on the premises, so as to (1) determine the types of fire which may reasonably be anticipated on the premises; (2) be able to render service commensurate with existing service conditions; (3) so as to make recommendations relative to fire prevention.

5. So long as GTEDS supplies its own water on its premises, it shall furnish such water and hydrants as are reasonably necessary to meet expected fire fighting needs.

6. Notwithstanding the foregoing provisions, this contract shall not become effective until it shall have been signed by the Mayor and Clerk of CITY, and members of the Board of Commissioners, Department of Public Safety of CITY, and ratified and approved by the Common Council of CITY.

IN WITNESS WHEREOF, this agreement has been duly authorized and executed as of the date first above written by the duly authorized officers and representatives of the parties.

GT&E DATA SERVICES CORPORATION

By _____
Vice-President and Controller

ATTEST:

_____
Assistant Secretary

CITY OF FORT WAYNE, INDIANA

By _____
Robert E. Armstrong, Mayor

BOARD OF COMMISSIONERS,
DEPARTMENT OF PUBLIC SAFETY

By _____
William L. Kerr, Sr.
Acting Chairman

By _____
Solon Jennings, Member

ATTEST:

_____
Executive Secretary

I hereby certify that the foregoing contract was ratified and approved by the Common Council of the City of Fort Wayne, Indiana, on March 14, 1978.

_____
Charles W. Westerman, Clerk

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Admn. Appr. _____

DIGEST SHEET

S-78-02-24

TITLE OF ORDINANCE Outside the City Fire Contract

DEPARTMENT REQUESTING ORDINANCE Board of Public Safety

SYNOPSIS OF ORDINANCE This would allow the City of Fort Wayne to provide fire protection for GTE Data Services. They, in turn, will pay the City $3,781.27, which is used to purchase fire equipment.

EFFECT OF PASSAGE The Fort Wayne Fire Department will receive $3,781.27.

EFFECT OF NON-PASSAGE The Fire Department will lose $3,781.27.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) None

ASSIGNED TO COMMITTEE (J.N.) _____

DATE SUBMITTED: 1/24/78

Jerome